

NOTES

5520620  
County, NEBR

4083 page 429

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Shaver Food Marts, Inc., a Nebraska corporation, hereinafter referred to as Grantor, is the owner of Lot 13, Kensington, an Addition to the City of Omaha, except a parcel in the southwest corner thereof, described as the South 150 feet of the West 175 feet of Lot 13, except that part taken for streets and

WHEREAS, Phillips Petroleum Company, a Delaware corporation, is the owner of the South 150 feet of the West 175 feet of Lot 13, Kensington, an Addition to the City of Omaha, Douglas County, Nebraska, except that portion taken for street right of ways.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration in hand paid by the Phillips Petroleum Company, a Delaware corporation, hereinafter referred to as Grantee, to the said Grantor, the said Grantor hereby grants to the said Grantee, its successors and assigns, the full and complete right for it and them and their servants, tenants, visitors and licensees in common with all others having the like right at all times hereafter to enter into, upon and over the premises of the Grantor described hereinafter for the following purposes and each of them, to-wit: to improve by paving with all-weather surfacing to the extent desired by Grantee and to cross, pass and repass, drive over and upon, occupy with or without motor vehicles and generally to use the said premises described below in connection with the operation of Grantee's service station operated on the premises owned by the Grantee.

The premises covered by the grant of easement are described as follows:

GAINER, BRITLER, NEELY, OTT & MOORE

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Affects  
Lot 1  
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Tract "A", that part of Lot 13, Kensington, an Addition to the City of Omaha, Douglas County, Nebraska, described as follows: Commencing at the Southwest corner of the said Lot 13, thence East 175 feet to the point of beginning, thence north 70 feet, thence East 17 feet, thence South 70 feet, thence West 17 feet to the point of beginning, together with the rights to use the ways and avenues adjoining said premises on the South.

Affects  
Lot 2

Tract "B", that part of Lot 13, Kensington, an Addition to the City of Omaha, Douglas County, Nebraska, described as follows: Commencing at the Southwest corner of said Lot 13, thence North a distance of 150 feet, thence East a distance of 17 feet to the point of beginning, thence North a distance of 19 feet, thence Southeasterly to a point which is 21.5 feet east of and 7 feet north of the point of beginning, thence South a distance of 7 feet, thence West a distance of 121.5 feet to the point of beginning.

Affects  
Lot 2  
or  
Street?

Tract "C", commencing at the Southwest Corner of said Lot 13, in Kensington, thence North a distance of 150 feet, thence East a distance of 17 feet to the point of beginning, thence West a distance of 40.5 feet, thence North a distance of 24 feet, thence Southeast-erly to a point which is 19 feet north of the point of beginning, thence South 19 feet to the point of beginning.

A condition of this grant is that the Grantor makes no warranty of title in and to the premises described above and that the rights granted hereby are granted only to the extent that the said Grantor has the power to convey such rights.

For the purposes of compliance with the ordinances of the City of Omaha, Douglas County, Nebraska, pertaining to zoning, side yard, and set back, the north border of Tract "B" described above shall be considered by the parties hereto as the property line between the premises owned by Grantor and Grantee.

Dated this 27<sup>th</sup> day of November, 1963.

SHAVER FOOD MARTS, INC.

By

*[Signature]*



*[Signature]*  
Secretary

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 27<sup>th</sup> day of ~~October~~ <sup>November</sup>, 1963, before me, the undersigned,  
a Notary Public in and for said County, personally came  
Gal Shaver, President of Shaver Food Marts,  
Inc., a corporation, to me personally known to be the President  
and the identical person whose name is affixed to the above and  
foregoing Easement, and acknowledged the execution thereof to be  
his voluntary act and deed as such officer and the voluntary act  
and deed of said corporation and that the Corporate seal of the  
said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the  
day and year last above written.

Ben E. Haalaw  
Notary Public

My Commission expires the 20<sup>th</sup> day of October, 1968

*Handwritten scribble*

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*The City of Omaha  
11/30/63*

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